

Conditional Use Permit No. 93-6
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I hereby certify that Conditional Use Permit No. 93-6 was approved by the Planning Commission of the City of Huntington Beach on June 1, 1993 upon the foregoing findings and conditions. This approval represents conceptual approval only; detailed plans must be submitted for review and the aforementioned conditions completed prior to final approval.

Sincerely,

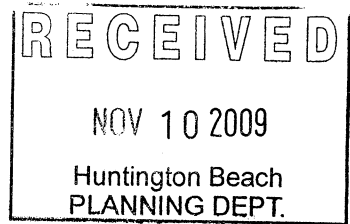
Mike Adams, Secretary
Planning Commission

by:


Scott Hess
Senior Planner

(6905d-1,3)

ATTACHMENT NO. 63



CONCEPTUAL ENTERTAINMENT PERMIT NOT A VALID PERMIT

This document DOES NOT allow entertainment at the listed establishment. Listed are the proposed conditions for your entertainment permit pursuant to the approval of a conditional use permit allowing entertainment at your establishment.

Issued to: Coach's Mediterranean Grill
200 Main Street
Huntington Beach, CA 92648

Effective Dates: CONCEPTUAL ONLY – FOR PLANNING PURPOSES

CONDITIONS:

1. Hours of Entertainment: Sunday through Thursday: 10:00 AM to 12:00 AM
Friday and Saturday: 10:00 AM to 1:30 AM
2. All entertainment must cease no less than 30 minutes prior to the posted or scheduled closing time, and no later than the time authorized by this permit.
3. Types of Entertainment: Amplified and non-amplified music, recorded music, karaoke, dancing, and a maximum of three performers, which includes a maximum of two musicians, and one belly dancer,
4. Dancing is permitted by patrons and a single belly dancer.
5. The belly dancer may not have intentional contact with any patron, nor may the dancer perform for individuals whom are obviously intoxicated.
6. Patron and performer dancing will only be permitted within the delineated dance floor located in the banquet room.
7. No games or contest requiring or involving the consumption of alcoholic beverages shall be permitted.
8. The configuration of tables and chairs shall not be modified from the provided site and floor plans without approval from the Police Department.
9. Alcoholic drinks shall not be included in the price of admission. There shall be no requirement for patrons to purchase a minimum number of alcoholic drinks.
10. There shall be no cover charge to enter the location.
11. All exterior doors and windows shall be closed during times of entertainment.
12. All live entertainment must remain inside the establishment at all times.
13. Noise from entertainment will not be audible beyond the outer walls of the premise.
14. Any security guards utilized must be clearly identifiable as security guards and possess a valid California Guard Card.
15. All owners, employees, representatives, and agents must obey all state, local, and municipal laws, and conditions of the Conditional Use Permit, Alcoholic Beverage Control License, or any other regulations, provisions, or restrictions prescribed by a regulatory authority with jurisdiction over the premise; at all times. Violations of any law or conditions of the Conditional Use Permit will be considered a violation of this permit under § 5.44.015(c) of the Huntington Beach Municipal Code.

You have the right to appeal the conditions on this permit to the City Council in the manner provided by Section 248.02A of the Huntington Beach Zoning and Subdivision Ordinance, except that the written appeal must be filed with the City Clerk within five (5) days of service of this written notice.

Per section 5.44.090 HBMC, the Chief of Police may suspend or revoke your permit if your business permits activities detrimental to public welfare, creates unreasonable noise, causes a public nuisance, or if your business has had three or more violations of the same provision listed in section 5.44 HBMC or any six violations of section 5.44 HBMC within a 12 month period.

Issued: CONCEPTUAL ONLY

ATTACHMENT NO. 7

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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Space Above this line for Recorder's Use

**IN-LIEU PARKING FEE AGREEMENT
200 Main Street, Unit No. 105
(Coach's Restaurant)**

This In-Lieu Parking Fee Agreement ("Agreement") is entered into as of _____, 2009 by and between the CITY OF HUNTINGTON BEACH, a municipal corporation ("City"), and ROBERT KHOURY ("Khoury").

RECITALS

- A. Khoury is the owner of 200 Main Street, in the City of Huntington Beach, California, ("Property"). The Property is shown and legally described on the attached Exhibit A which exhibit is incorporated herein by reference.
- B. Khoury has applied to the City pursuant to the City's Zoning and Subdivision Ordinance for permission to expand and make tenant improvements to Unit No. 105 located on the Property and commonly referred to as Coach's Restaurant. As a condition of approval for these improvements, which were approved as part of Conditional Use Permit No. _____ approved by the Planning Commission on _____, City will require Khoury to provide seven (7) on-Property parking spaces or pay an in-lieu parking fee as a condition of approval for CUP No. _____.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Khoury agrees as follows:

TERMS

1. Payment of Fee: Khoury, in lieu of providing seven (7) on-site parking spaces at 200 Main Street, hereby covenants and agrees to pay to City, a fee equal to Seventeen Thousand Two Hundred Ninety Seven Dollars and eighty-six cents (\$17,297.86) per parking space, for a total of One Hundred Twenty One Thousand Eighty-Five Dollars and two cents (\$121, 085.02).

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2. Amount and Manner of Payment: Khoury hereby covenants and agrees to pay the In-Lieu Fee described in Paragraph 1 as follows: Payment over twelve years at 2% interest with the first payment to be paid prior to issuance of a Certificate of Occupancy or final building inspection whichever is first. Each ensuing payment will be made annually, on the anniversary date of the first payment, as set forth in the attached Exhibit B, incorporated herein by this reference.
3. Security Interest: As security for the performance of the obligations of Khoury stated herein, both parties stipulate that this agreement shall constitute a lien against the Property under California Civil Code Section 2881 in the amount of _____ Dollars (\$_____) on the Property and shall be subordinate to existing encumbrance against the property, but shall have priority over any other liens or encumbrances recorded on the Property. Such lien shall be extinguished upon payment in full of _____ Dollars (\$_____). This covenant shall run with the land and be binding upon all successors in interest.

Khoury may substitute collateral of equal value to secure the payment of the in-lieu fee with the express written permission of the City, which shall be given provided the collateral is deemed by the City Council to be of equal value.
4. Effect of Default on CUP No. _____: Failure to pay in a timely manner may result in revocation of Conditional Use Permit No. _____, or other penalties or interests.
5. No Cancellation: No breach of any provision of this Agreement shall entitle any Khoury to cancel, rescind, or otherwise terminate this Agreement or the obligations created thereby.
6. Partial Invalidity: Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect unimpaired by the holding.
7. Governing Law: This Agreement shall be construed, interpreted, and enforced under and in accordance with and governed by the laws of the State of California.
8. Amendments: This Agreement may be amended, modified, and/or supplemented only by the written agreement of the Khoury and the City, which amendment, modification, and/or supplement shall be effective and binding upon Khoury.
9. Rights and Remedies Are Cumulative: The rights and remedies of the parties and the City are cumulative, and the exercise by either party or the City, of one or more of such rights or remedies shall not preclude the exercise by it, at the same

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or different times, of any other rights or remedies for breach of the default or any other default by any party.

10. Interpretation of Agreement: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters addressed in this Agreement. In addition, each party has been given the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law (including *Civil Code* section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose and intent of the parties to this Agreement.
11. Time of the Essence: Time is of the essence of this Agreement.
12. Further Assurances: The parties agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.
13. Binding on Successors: This Agreement shall be binding upon and shall inure to the benefit of the City and Khoury and their respective successors and assigns and to the successors and assigns of Khoury or any portion thereof.

IN WITNESS WHEREOF, Khoury has executed this Agreement as of the date first written herein above.

REVIEWED AND APPROVED AS TO
FORM AND CONTENT

KHOURY

By: _____
City Attorney *Mull/2/21/09*

By _____
Robert Khoury

INITIATED AND APPROVED:

Director of Planning

Director of Economic Development

COACH'S IN-LIEU PARKING PAYMENT SCHEDULE - 12 Years

Coach's: 7 spaces @ 17,297.86 each \$ 121,085.02

COACH'S - 12 YEARS @ 2%

| Pmt # | Due Date | Principal (1/12 of loan) | Interest (2% on balance) | Total Payment | Remaining Principal Balance |
|-------|--------------------------------|--------------------------|--------------------------|---------------|-----------------------------|
| 1 | Prior to C of O or Bldg Permit | \$ 10,090.42 | \$ 2,421.70 | \$ 12,512.12 | \$ 110,994.60 |
| 2 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 2,219.89 | \$ 12,310.31 | \$ 100,904.18 |
| 3 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 2,018.08 | \$ 12,108.50 | \$ 90,813.77 |
| 4 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 1,816.28 | \$ 11,906.69 | \$ 80,723.35 |
| 5 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 1,614.47 | \$ 11,704.89 | \$ 70,632.93 |
| 6 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 1,412.66 | \$ 11,503.08 | \$ 60,542.51 |
| 7 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 1,210.85 | \$ 11,301.27 | \$ 50,452.09 |
| 8 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 1,009.04 | \$ 11,099.46 | \$ 40,361.67 |
| 9 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 807.23 | \$ 10,897.65 | \$ 30,271.26 |
| 10 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 605.43 | \$ 10,695.84 | \$ 20,180.84 |
| 11 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 403.62 | \$ 10,494.04 | \$ 10,090.42 |
| 12 | Anniversary of 1st Payment | \$ 10,090.42 | \$ 201.81 | \$ 10,292.23 | \$ (0.00) |

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